

FINANCE DEPARTMENT

WAYS & MEANS.

The 20th September, 1967.

No. 4014-WM-67/21877.—In exercise of the powers conferred by Article 283(2) of the Constitution of India and all other powers enabling him in this behalf, the Governor of Haryana is pleased to order that, during the year 1967-68, the rate of interest at which the Haryana Government will grant loans out of the State Loans and advance Account to Agriculturists except

loans under Fertilizer Taccavi's Schemes under Acts XIX of 1883 and XII of 1884 to Co-operative Societies; to Land-holders and other notabilities; to Local Bodies under the Local Authorities Loans Rules, 1922; and for other miscellaneous purposes except loans under the State Aid to Industries Act, shall unless otherwise specified in any particular case, be 7 per cent per annum.

B. S. MANCHANDA,
Commissioner for Planning & Finance,
and Secretary to Government, Haryana,
Planning and Finance Department.

LABOUR DEPARTMENT

The 11th September, 1967

No. 8222-3-Lab-67 27053.—In pursuance of the provisions of Section 17 of the Industrial Disputes Act, 1947 (Act No XIV of 1947), the Governor of Haryana is pleased to publish the following award of the Presiding Officer, Industrial Tribunal, Haryana, in respect of the dispute between the workmen and management of M/s East India Manufacturing Com. P. Ltd., and 17 other Factories of Faridabad.

BEFORE SHRI K. L. GOSAIN, PRESIDING OFFICER, INDUSTRIAL TRIBUNAL, HARYANA,
CHANDIGARH.

Reference No. 46 of 1967

between

THE WORKMEN AND THE MANAGEMENTS OF M/S EAST INDIA MANUFACTURING COMPANY
PRIVATE LIMITED, AND 17 OTHER FACTORIES OF FARIDABAD.

Present—

Shri Jaswant Singh for the management.
Shri Satish Loomba, for the workmen.

AWARD

An Industrial Dispute having come into existence between the workmen and the managements of 18 Factories of Faridabad, the names of which are mentioned in the Government Notification No. 177-SF-III-Lab-67/8268, dated 20th April, 1967, the parties agreed to have a joint reference of the same and the Government thereupon issued the aforesaid notification referring the said dispute to this Tribunal under clause 2 of Section 10 of the Industrial Disputes Act, 1947. The only item of dispute which is mentioned in the said notification is as under :—

"Whether as a result of the enforcement of the Punjab Industrial Establishments (National and Festival Holidays and Casual and Sick Leave) Act, 1965, the workmen are entitled to a Holiday on May 1st besides the seven Holidays declared by the management under the Act".

Usual notices were issued to the parties and in response to the same the workmen filed their statement of claims and the managements filed their written statement to the same. The pleadings of the parties gave rise to three issues which are as under :—

- (1) Whether as a result of the enforcement of the Punjab Industrial Establishments (National and Festival Holidays and Casual and Sick Leave) Act, 1965, the workmen are entitled to a Holiday on May 1st besides the seven holidays declared by the management under the Act;
- (2) Whether the agreement pleaded by the workmen in their statement of claims has been terminated;
- (3) If issue No. 2 is decided against the management what is the effect of the agreement on the item of dispute in the reference ?

The aforesaid issues were framed on 18th July, 1967 and parties were called upon to lead their evidence in respect of the said issues on the 22nd of August 1967. On the said date Mr. Jaswant Singh, representative of the management admitted the various documents A-1 to A-33 which had been produced by the workmen. Mr Loomba who appeared for the workmen admitted EX-R. 1 which had been produced by the management. As a result of the statements of representatives of the parties oral evidence became unnecessary and representatives of both the parties made statement before me that they did not wish to produce any more evidence in the case. I had also the advantage of hearing the arguments of the representatives of the parties and my findings on the various issues are as follows :—

Issues No. 1, 2 and 3.—All these issues are correlated and it is convenient to dispose them off together. Ex.-A. 1 is a copy of the Memorandum of Settlement arrived at between the workmen and the management of M/s East India Cotton Manufacturing Company (P) Limited, dated 1st November, 1936. One of the terms in this settlement is as under :—

"The management agrees to provide seven paid holidays to all the workers during one calendar year and they will be as follows :—

26th January (Republic Day).

Holi.

1st May.

15th August (Independence Day).

Janamashami.

Dussera.

Diwali.

Leave without pay may be granted to workers belonging to different religious faiths, on their reasonably important festival days."

The workers in their turn agree not to press for any other holiday, either paid or unpaid during the currency of this agreement".

The case of the management is that the aforesaid settlement was terminated by means of notice, dated 8th of January, 1958. The Punjab legislature enacted the Punjab Industrial Establishments (National and Festival Holidays and Casual and Sick Leave) Act, 1965 which came into force on 1st July, 1965. Section 3 of this Act is as under :—

- "3. (1) Every worker shall, in each calendar year, be allowed in such manner and on such conditions as may be prescribed ;

- (a) three national holidays of one whole day each on the 26th January, 15th August and 2nd October;
 and
 (b) four other holidays on any of the festivals specified in the schedule appended to this Act.

In pursuance of this law the management gave a notice on 2nd April, 1966 with regard to the change of service conditions and in the Annexure to the said notice it was said as under :—

As a result of the enforcement of the Punjab Industrial Establishments (National and Festival Holidays and Casual and Sick Leave) Act, 1965, the following national and festival holidays shall be observed :

- (1) Republic Day,
- (2) Holi'
- (3) Independence Day,
- (4) Janamashatmi,
- (5) Mahatma Gandhi's Birth Day,
- (6) Dussera ,
- (7) Diwali.

This change is in accordance with Section 3 read with Section 14 of the above-said Act".

On a comparison of the list of holidays mentioned in A-1 and that mentioned in the notice, dated 2nd April, 1966, it appears that the management substituted the holiday of 2nd October in place of that of the first May but all other holidays remained intact. In their statement of claims the workmen have stated "that it is prayed that managements' contention to substitute second October instead of 1st May may be rejected and workmen be allowed to enjoy their holidays as per agreement referred to above and in addition to it 2nd October, be declared by Government as the 8th holiday".

The case of the workmen, therefore, appears to be that they should be given 8 holidays instead of 7 holidays already mentioned in agreement A-1 or in Section 3 of the aforesaid Punjab Act. The workmen mainly rely on Section 14 of the aforesaid Act which reads as under :—

"14. Nothing contained in this Act shall affect any rights or privileges which any worker is entitled to receive under any other law, contract, custom or usage, if such rights or privileges are more favourable to him than those to which he would be entitled under this Act."

It is contended on behalf of the workmen that by means of agreement Ex-A, they were entitled to a holiday on 1st May and that the managements of the 18 Mills in question could not have taken away that right. I regret I cannot accept this contention. All that the workmen were entitled to under Agreement A. 1 was to have 7 holidays in a year. They are still having 7 holidays and the mere fact that second October has been substituted for 1st May does not in any way affect the rights and privileges of the workmen. Section 14 could have helped them if instead of 7 holidays the management had provided for a lesser number. Under Section 3, the managements of all the concerns in question were bound to give a holiday on 2nd October and they had no option in the matter. One holiday had, therefore, to be taken off and they chose to take away the holiday on the 1st of May. It is not the case of the workmen that instead of 1st of May they should have taken away any other holiday. On the other hand their case is that they should have been given an additional 8th holiday on the 2nd of October. This contention is obviously not sustainable. The Act provides for 7 holidays only. It is wholly unnecessary to go into the rival contentions of the parties whether Ex-R. 1 supersedes the agreement A. 1. Assuming that it does not do so, the managements of the 18 mills in question were in my opinion perfectly justified in substituting the holiday of 2nd October for the Holiday of 1st of May by reason of the provisions of the aforesaid Punjab Act. If the workmen wish that instead of 1st of May the managements should take away any other holiday which is not covered by clause 'a' of Sub-section 1 of Section 3 of the Punjab Act, they should raise a specific dispute on this point. Their claim that all the holidays in Ex-A. should be sustained and that second October each year should be added as the 8th Holidays cannot possibly be upheld. The demand of the workmen, therefore, is dismissed. No order as to costs.

K. L. GOSAIN,
 Presiding Officer,
 Industrial Tribunal Haryana, Chandigarh.

Dated the 31st August, 1967.

No. 982, dated Chandigarh, the 31st August, 1967.

The award be submitted to the Secretary to Government, Haryana, Labour and Employment Department, Chandigarh, as required by Section 15 of the Industrial Disputes, Act, 1947.

K. L. GOSAIN,
 Presiding Officer,
 Industrial Tribunal, Haryana, Chandigarh.

The 13th September, 1967

No. 8454-3Lab-67/27653.—In pursuance of the provisions of Section 17 of the Industrial Disputes Act, 1947 (Act No. XIV of 1947), the Governor of Haryana is pleased to publish the following award of the Presiding Officer, Labour Court, Rohtak, in respect of the dispute between the workmen and management of M/s. Metal Box Co. of India Limited, Faridabad.

BEFORE SHRI P.N. THUKRAL, PRESIDING OFFICER, LABOUR COURT, ROHTAK.

Reference No. 53 of 1966

between

THE WORKMEN AND THE MANAGEMENT OF M/S. METAL BOX CO. OF INDIA LIMITED,
 FARIDABAD.

Present.—

Sarvshri G.C. Joshi and Siri Pal Claimants.

Shri A.C. Puri, Manager of the respondent Company.

AWARD

The claimant Shri Siri Paul was in the employment of the respondent concern M/s. Metal Box Co. of India Ltd., Faridabad. The services of Shri Siri Paul were terminated and this gave rise to an industrial dispute. The Government of Haryana in exercise of the powers conferred by clause (c) of sub-section (1) of Section 10

read with proviso to that sub-section of the Industrial Disputes Act, 1947, referred the following dispute to this Court for adjudication.—*vide* Government Gazette notification No. 28-SF-III-Lab-66-912, dated 18th November, 1966.

Whether the termination of services of Shri Siri Paul is justified and in order? If not, to what relief he is entitled to?

A settlement has been arrived at between the parties. The claimant Shri Siri Paul has agreed that he shall have no right, claim or demand whatsoever in respect of his employment with the Metal Box Company of India Limited, Faridabad, in consideration of the management making payment of a lump sum of Rs 5,500 (Rupees Five Thousand and Five Hundred only). It is agreed between the parties that dispute between them would be settled completely on receipt of the aforesaid payment to the claimant Shri Siri Paul. Accordingly I give my award that the dispute between the parties stands settled completely on payment of Rs 5,500 to the claimant Shri Siri Paul within a week from to-day. I give my award accordingly.

Camp : Ballabgarh.

Dated 29th August, 1967.

P. N. THUKRAL,
Presiding Officer,
Labour Court, Rohtak.

No. 1360, dated 4th September, 1967.

This award is submitted in quadruplicate to the Secretary to Government, Haryana, Labour and Employment Department, Chandigarh, as required under section 15 of the Industrial Disputes Act, 1947.

P. N. THUKRAL,
Presiding Officer,
Labour Court, Rohtak.

No. 8453-3Lab-67/27655.—In pursuance of the provisions of section 17 of the Industrial Disputes Act, 1947 (Act No. XIV of 1947), the Governor of Haryana is pleased to publish the following award of the Presiding Officer, Labour Court, Rohtak, in respect of the dispute between the workmen and management of M/s. Goodyear India Ltd., Ballabgarh.

BEFORE SHRI P.N. THUKRAL, PRESIDING OFFICER, LABOUR COURT, ROHTAK,

Reference No. 32 of 1967

between

THE WORKMEN AND THE MANAGEMENT OF M.S. GOODYEAR INDIA LTD., BALLABGARH
Present—

Shri Khushinder Singh, for the workmen.

Shri K. P. Aggarwal, Labour Manager of the respondent concern.

AWARD

The claimant Shri T. C. Sharma was employed as a Cureman by the respondent M. s. Goodyear India Ltd., Ballabgarh. He has been dismissed from service after a domestic enquiry held against him on the ground that he acted negligently while performing his duty. This gave rise to an industrial dispute and the Government of Haryana in exercise of the powers conferred on them by sub-section (2) of section 10 of the Industrial Disputes Act, 1947, referred the following dispute to this Court for adjudication.—*vide* Government Gazette notification No. 164-SF-3Lab-67, dated 26th March, 1967:

Whether the discharge of Shri T. C. Sharma, Cureman, on 24th October, 1966, under Article XVII of the Certified Standing Orders of the company was justified and in order? If not, to what relief exact compensation is he entitled?

On receipt of the reference notice was given to the worker to submit his statement of claim and to the management to submit their rejoinder to the same. On behalf of the worker it is submitted that the machine on which he was working was defective and that the domestic enquiry held against him was not proper for a number of reasons mentioned in the statement of claim. On behalf of the management it is maintained that the workman has in fact negligent and the enquiry against him was not defective or biased in any manner. The following preliminary issue was framed by my learned predecessor:

Whether the domestic enquiry held by the management against Shri T. C. Sharma is vitiated on the grounds stated in the statement of claim of the workman, dated, 24th May, 1967?

The evidence produced by the parties has been recorded and I have heard the representative of the parties at length. It is alleged on behalf of the worker that the enquiry is defective in as much as his witness Shri Inderjit Singh was not examined and that no facilities under the principles of natural justice were given to him. I have gone through the original enquiry and in my opinion there is no substance in any of these contentions. During the course of enquiry the workman along with his representative was present throughout. The representative of the worker made a statement at the conclusion of the enquiry that he had no other evidence to produce in this case. In view of this categorical statement it is not possible to accept the contention now raised that the worker wanted to produce Shri Inderjit Singh and his evidence was not recorded. The representative of the worker has submitted that he had made a verbal request to the Enquiry Officer to examine Shri Inderjit Singh and that the Enquiry Officer promised to do so and in view of this promise he did not object to the recording of his statement closing the defence evidence. The Enquiry Officer has denied that any request was made to him that the worker wanted to examine Shri Inderjit Singh in his defence and he promised to do so but later on closed the defence. There is no reason to doubt the evidence of the Enquiry Officer which is supposedly the record of the enquiry proceedings. As already observed the statement of the worker that he closed his defence is signed by him and his representative. It is, therefore, not possible to accept the contention of the worker that he did not close his defence evidence and that he wanted to examine Shri Inderjit Singh in his defence. In case there was any oral promise as alleged and the Enquiry Officer did not fulfil the same, the worker or his representative would have immediately raised this point as soon as the Enquiry Officer has submitted his report without recording the evidence of Shri Inderjit Singh but we find that no such protest was raised before the management when the report of the Enquiry Officer was being considered. I, therefore hold that the enquiry is not vitiated because the worker was not given an adequate opportunity to produce his evidence.

It is vaguely stated in the statement of claim that no facilities under the principles of natural justice were given to the worker during the course of enquiry. Apart from the allegation that the evidence of Shri Inderjit Singh was not recorded nothing else was urged during the course of arguments as to how the principles of natural justice have not been followed during the course of enquiry. The representative of the worker during the course of arguments attacked the correctness of the conclusion drawn by the Enquiry Officer and submitted that it is established by the evidence on record of the enquiry officer that the worker Shri T.C. Sharma was working in the 3rd shift from 12.15 a.m. to 8.15 a.m. on 17th October, 1966 and he was operating B line presses in curing section when he is supposed to have acted negligently and pinched the air bags. It is submitted that in fact the press on which the air bags were pinched was defective because in case the worker had been negligent then the air bags of all the presses in the B line would have been pinched and there is absolutely no reason as to why the air bags on one particular press should have been pinched. It is submitted that the conclusion is obvious that the press in question was defective and that is why the air bags on that particular press got pinched and the charge that the workman was negligent in the discharge of his duty is not established. In my opinion there is no force in this contention either. This Court does not sit as a Court of Appeal on the findings of the Enquiry Officer. Further I find that no such plea was raised before the Enquiry Officer. The worker was working on the B line presses and in case the air bags got pinched on any particular press on account of a defect in that machine then the claimant should have atleast pointed out what that defect was. There is no evidence on the record that the air bags were got pinched by reason of any defect in the press and therefore the conclusion arrived at by the Enquiry Officer cannot be challenged on such a ground.

Since the claimant has not been able to establish that the enquiry against him was not fair or that it violated any principles of natural justice so it must be held that the charge of negligence has been satisfactorily established as a result of the domestic enquiry. It cannot be said that the termination of his services was not justified and I give my award accordingly. In view of all the circumstances of the case I leave the parties to bear their own costs.

The 25th August, 1967.

P.N. THUKRAL,

Presiding Officer,
Labour Court, Rohtak.

No. 1361, dated 4th September, 1967

This award is submitted in quadruplicate to the Secretary to Government, Haryana, Labour and Employment Department, Chandigarh, as required under section 10 of the Industrial Disputes Act, 1947.

P. N. THUKRAL,

Presiding Officer,
Labour Court, Rohtak.

No. 8452-3Lab-67/27657.—In pursuance of the provisions of section 17 of the Industrial Disputes Act, 1947 (Act No. XIV of 1947), the Governor of Haryana is pleased to publish the following award of the Presiding Officer, Labour Court, Rohtak, in respect of the dispute between the workmen and management of M/s. Metal Box Co. of India Limited, Faridabad:

BEFORE SHRI P.N. THUKRAL, PRESIDING OFFICER, LABOUR COURT, ROHTAK

Reference No. 54 of 1966

between

THE WORKMEN AND THE MANAGEMENT OF M/S. METAL BOX CO. OF INDIA, LIMITED,
FARIDABAD.

Present.—

Sarvshri G.C. Joshi and Ghanshyam Parshad, for the workmen.
Shri A.C. Puri, Manager of the respondent Company.

AWARD

The claimant Shri Ghanshyam Parshad was in the employment of the respondent concern M/s. Metal Box Co. of India Ltd., Faridabad. The services of Shri Ghanshyam Parshad were terminated which gave rise to an industrial dispute. The Government of Haryana in exercise of the powers conferred by clause (c) of sub-section (1) of section 10, read with proviso to that sub-section of the Industrial Disputes Act, 1947, referred the following dispute to this Court for adjudication,—vide Government Gazette notification No. 24-SF-III-66 922, dated 19th November, 1966.

Whether the termination of the services of Shri Ghanshyam Parshad was justified and in order? If not, to what relief compensation he is entitled?

A settlement has been arrived at between the parties. The claimant Shri Ghanshyam Parshad has agreed that he shall have no right, claim or demand whatsoever in respect of his employment with the Metal Box Company of India Limited, Faridabad, in consideration of the management making payment of a lump sum of Rs 5,000.00 (Rupees Five Thousand only). It is agreed between the parties that dispute between them would be settled completely on receipt of the aforesaid payment to the claimant Shri Ghanshyam Parshad. Accordingly I give my award that the dispute between the parties stands settled completely on payment of Rs 5,000 to the claimant Shri Ghanshyam Parshad within a week from to-day. I give my award accordingly.

Comp: Ballabgarh.

The 29th August, 1967.

P.N. THUKRAL,

Presiding Officer,
Labour Court, Rohtak.

No. 1359, dated 4th September, 1967

This award is submitted in quadruplicate to the Secretary to Government, Haryana, Labour and Employment Department, Chandigarh, as required under section 15 of the Industrial Disputes Act, 1947.

P. N. THUKRAL,

Presiding Officer,
Labour Court, Rohtak.